

STATE OF MICHIGAN  
COURT OF APPEALS

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LINDSEY YOUNG,

Plaintiff-Appellant,

v

AMERICAN SECURITY INSURANCE  
COMPANY, a/k/a ASSURANT SOLUTIONS,

Defendant-Appellee.

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UNPUBLISHED

January 11, 2007

No. 269383

Wayne Circuit Court

LC No. 05-518224-CK

Before: White, P.J., and Zahra and Kelly, JJ.

ZAHRA, J. (*dissenting*).

I respectfully dissent. The litigants in this case do not dispute that Condition 9 of the insurance policy provides that payments of insurance proceeds for a loss under the policy will not reduce the amount of insurance proceeds available for a subsequent loss. The dispute in this case centers on how many losses plaintiff incurred as a result of the two fires that occurred in plaintiff's dwelling. There is no factual dispute in this case; plaintiff suffered but a single loss—the destruction of his dwelling by fire.

Condition 6A of the policy provided that covered losses would be settled at replacement cost, but not exceeding the policy limit. By asserting that he is entitled to two separate payments of up to \$75,000 each, plaintiff is essentially arguing that he is twice entitled to repair or replace all or at least some portions of his dwelling. No language in the insurance policy supports this interpretation.

Plaintiff is seeking a double recovery for a dwelling that was lost only one time. That this loss occurred as a result of two fires does not change the fact that the object insured by the insurance policy, the dwelling, was destroyed one time. The insurance policy clearly states that coverage for repair or replacement would not exceed the policy limits, which in this case were \$75,000 for the dwelling. This policy language admits to but one reasonable interpretation.

In my opinion, the trial court correctly interpreted defendant's policy as a matter of law. I would affirm the judgment of the trial court.

/s/ Brian K. Zahra

